

FILED
MAR / 1960
Registration Section
DEPARTMENT OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

REGISTRATION No. 746

EXHIBIT C

TO REGISTRATION STATEMENTS

Under the Foreign Agents Registration Act of 1938, As Amended

Furnish this exhibit for each FOREIGN PRINCIPAL of the Registrant.

THIS EXHIBIT WILL NOT BE ACCEPTED FOR FILING UNLESS IT IS REASONABLY COMPLETE AND ACCURATE.

1. Name and address of Registrant.

Cox, Langford, Stoddard & Cutler
1625 Eye Street, N.W.
Washington 6, D. C.

2. (a) Name of Foreign Principal.

Instituto do Acucar e do Alcool, Republica dos Estados Unidos
do Brasil

(b) Principal address of Foreign Principal.

Distrito Federal
Cidade do Rio de Janeiro, Brasil

3. If the Foreign Principal is a foreign government, state the following:

Branch or agency thereof represented
by Registrant

Instituto do Azucar e do Alcool

Name and title of official with
whom Registrant deals

Dr. Jose Elias Feres
Diretor, Divisao de Estudos e
Planejamentos

4. If the Foreign Principal is an individual (natural person), state -

(a) All present business and residence addresses not given under item 2(b).

(b) Citizenship or nationality:

(c) If an officer, employee, or agent of a foreign government, foreign political party, or any official or agency thereof, state -

Name of such government,
political party, official, or
agency

Nature of Foreign Principal's
office, employment, or
agency

Nature of any subsidy
or other financial
arrangement

5. If the Foreign Principal is not an individual (natural person) or a foreign government, state the following:

(a) Type of Foreign Principal's organization.

Committee _____ Voluntary group _____ Association _____

Partnership _____ Corporation _____ Foreign Political Party _____

Other (specify) _____

(b) Date and place of organization.

(c) All partners, officers, directors, and similar officials of the Foreign Principal.

*Name and address of official**Position, office or nature of duties*

(d) List, if any, all of the Foreign Principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere.

*Name and address of branch, unit
group, or organization**Nature of connection with foreign
principal*

(e) Branch or group, if any, represented by Registrant.

6. If the Foreign Principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons**Nature and extent of supervision,
direction or control*

7. If the Foreign Principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons**Nature and extent of such financing
or subsidization*

8. If the Foreign Principal is not a foreign government, state nature of all its businesses, occupations or functions:

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~~AGREEMENT~~

REGISTRATION No. 746

Made this 11⁷⁴ day of February, 1960 by and between
INSTITUTO DO AÇÚCAR E DO ALCOOL, Distrito Federal, Cidade de
Rio de Janeiro, REPUBLICA DOS ESTADOS UNIDOS DO BRASIL, party
of the first part, herein represented by Dr. José Elias Feres,
Diretor da Divisão de Estudos e Planejamentos do Outorgante,
in accordance with the power of attorney executed the 26th day
of January 1960 by Manoel Gomes Maranhão, President, (herein
called the "Institute"), and Oscar Cox, Malcolm S. Langford,
Ezekiel G. Stoddard, Lloyd M. Outler, Charles C. Glover III,
Louis F. Oberdorfer, Marshall Hornblower and Philip B. Brown,
attorneys in partnership for the practice of law under the firm
name COX, LANGFORD, STODDARD & OUTLER, having offices at 1625
Eye Street, Northwest, Washington 6, D. C. and herein represented
by the senior partner therein, Oscar Cox, party of the second
part (herein called the "law firm").

WITNESSETH

WHEREAS, the Institute wishes to employ legal counsel in the
United States of America to render professional services directed
toward the establishment of a United States sugar quota for
Brazil, to perform all lawful and proper actions, both in connec-
tion with the United States Congress and the Administration of
the United States Government, to attempt to achieve this objec-
tive in the course of any amendment or revision of the Sugar Act
of 1946 or the Sugar Act of 1956, and to perform all such serv-
ices in the best interests of the Institute and subject to such
instructions as it may from time to time provide, and

WHEREAS, the individual members of the law firm, Cox, Langford,
Stoddard & Outler are prepared to render such services desired
by the Institute as set forth above,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. The law firm hereby agrees, for the consideration set forth in paragraph 2(a) through (d) below, to render professional legal services on behalf of the Institute directed toward the establishment of a United States sugar quota for Brazil. Such services will include, as may be necessary, any or all of the following: legal research; memoranda to and correspondence and conferences with appropriate officials of the Administration of the United States Government and appropriate members or Committees of the United States Congress; drafting proposed amendments or revisions of the Sugar Act of 1948 and the Sugar Act of 1956; correspondence and conferences with officials of the Brazilian Embassy in Washington and of the Institute to promote the best interests of the Institute and to keep the Embassy and the Institute fully advised of developments; and such registrations as are required by law relating to the law firm's representation of the Institute.

2. (a) In consideration of the law firm's agreement in paragraph 1 above, the Institute hereby agrees to pay the law firm a minimum fee of \$12,000 per year for the two years 1960 and 1961, said fee for 1960 to become payable upon execution of this agreement and, for 1961, in January 1961.

(b) In addition to the minimum fee of \$12,000 per year, the Institute agrees that it will pay the law firm a fee at the rate of 20 cents per ton for sugar shipped from Brazil pursuant to such United States sugar quota as may be established for Brazil; provided, however, that the maximum fee in any year shall not exceed \$30,000, against which any amount paid as a minimum fee shall be credited.

(c) Any payments per ton of sugar, pursuant to subparagraph (b) above, shall be made quarterly beginning at the end of the

first quarter in which shipments of sugar are made from Brazil pursuant to any such United States sugar quota for Brazil.

(d) If, as a result in whole or in part of services rendered by this firm, there is established a United States sugar quota for Brazil, the fee at the rate of 20 cents per ton provided for in subparagraph (b) above, and subject to the maximum of \$30,000 per year therein stated, shall be payable in the manner provided in subparagraph (c) above so long as the Act of Congress providing for such quota is established shall remain in effect but not in excess of four years from the date of enactment.

3. The Institute will furnish the law firm, upon request, such historical, statistical or other data relating to the production and marketing of Brazilian sugar or related matters, and such documents or additional information as, in the opinion of the law firm, is necessary or advisable to the accomplishment of the objectives herein set forth and as can reasonably be provided by the Institute.

4. The law firm will advise the Institute, at frequent intervals and in reasonable detail, of the services rendered by the firm on behalf of the Institute and of developments bearing on the objectives set forth herein.

5. The parties hereby confirm, on the terms and conditions set forth herein, the preliminary letter agreement executed in Washington on the 11th day of February 1960.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first hereinabove written.

INSTITUTO DO AÇÚCAR E DO ALCOOL
REPÚBLICA DOS ESTADOS UNIDOS DO BRASIL

By

COX, LANGFORD, STODDARD & CUTLER

By

Osman Cox